



## THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPB  
PURCHASING AGENT

GWEN MCLAREN, CPPB  
ASST. PURCHASING AGENT

COUNTY COURTHOUSE  
722 Moody (21<sup>st</sup> Street)  
Fifth (5<sup>th</sup>) Floor  
GALVESTON, TEXAS 77550  
(409) 770-5371

May 19, 2014

**RE: ADDENDUM #1**  
**Bid #B142004, Portable Toilet Service Galveston & Mainland**

To All Prospective Bidders:

The following information is being provided to clarify certain areas in the solicitation document in an effort to aid in preparation of your bid submittal(s):

**Question #1:** *Pricing: Line Item Detain. The quantity for all locations is 12. Is this 12 of the specified units at each individual location, or 12 months?*

Response: The number "12" represents the number of months that the line item is to be serviced. The number of units is mentioned in the description field.

**Question #2:** *Page 5, Section 19 Resultant contract. In this section it is stated that we are to submit a proposed contract with our bid. The Bid package already contains a county contract that we are instructed to sign 3 originals. Which contract are we using (our/yours)?*

Response: The County is interested in reviewing your standard contract, however, please sign and return the three (3) original County contracts per the bid instructions.

**Question #3:** *Page 1, Contract. Within the county contract in the bid package it states the contractor is "Brown Food Services, Inc." Are we to delete this name and enter our name for the proposed draft contract?*

Response: Please do not return these contracts with your bid submittals due to this error. Please utilize the amended contracts that are attached as a part of this addendum.

**Question #4:** *Page 10, Section 36 Bid Guarantee. Is the 5% bid guarantee computed of the total contract price for all three years, or just the base contract year?*

Response: The requested 5% bid guarantee should be based on the initial contract year.

As a reminder, all questions regarding this proposal must be submitted in writing to:

Rufus G. Crowder, CPPO CPPB  
Galveston County Purchasing Agent  
722 Moody, Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
E-mail: [rufus.crowder@co.galveston.tx.us](mailto:rufus.crowder@co.galveston.tx.us)

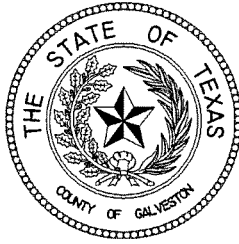
If you have any further questions regarding this proposal, please address them to Rufus Crowder, CPPO CPPB, Purchasing Agent, via e-mail at [rufus.crowder@co.galveston.tx.us](mailto:rufus.crowder@co.galveston.tx.us), or contact the Purchasing Department at (409) 770-5371.

Please excuse us for any inconvenience that this may have caused.

Sincerely,

A handwritten signature in black ink, appearing to be 'Rufus G. Crowder', with a long, sweeping horizontal line extending to the right.

Rufus G. Crowder, CPPO CPPB  
Purchasing Agent  
Galveston County



**State of Texas**

**County of Galveston**

**Contract**

This Contract is entered into between the County of Galveston, a political subdivision of the State of Texas and the Contractor named below pursuant to Texas Local Government Code, Chapter 262, Subchapter C and the referenced invitation to bid.

**Contract Number:** CM14174

**Invitation to Bid Number:** #B142004 – Portable Toilet Service Galveston & Mainland

**Term of Contract:**

**Initial term (Services):** Beginning date of execution of this Contract by latest signatory to sign and terminating \_\_\_\_\_ .

**Term of Completion (Construction or other time specific contract):** The Contractor shall complete the work within N/A Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the job.

**Renewal Options: (if applicable):**

Year One:	Yes (X) No ( )
Year Two:	Yes (X) No ( )
Year Three:	Yes (X) No ( )
Year Four:	Yes ( ) No (X)

**Contractor:** \_\_\_\_\_

**Awarded as to addendum(s) (if applicable):**

Addendum No. 1: ( ) yes ( ) no ( ) n.a.  
Addendum No. 2: ( ) yes ( ) no ( ) n.a.  
Addendum No. 3: ( ) yes ( ) no ( ) n.a.

**Payment Bond Required:** ( ) yes (X) no

**Performance Bond Required:** ( ) yes (X) no

**Notice to be Given to:**

Galveston County:

County Purchasing Agent  
Galveston County  
722 Moody  
Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550

Contractor:

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**County and Contractor agree as follows:**

1. **Parts of Contract:** Sections I (Invitation to Bid; Instructions to Bidders), II (Bid Proposal; Contract Award), III (Special Terms and Conditions, including Specifications, Drawings and Addenda, if any), and IV (General Terms and Conditions) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract.

2. **Contractor Responsibilities:** Contractor will obtain all required permits or licenses, if any; furnish all of the required materials, equipment, and supplies; perform all of the work specified in the bid package; and do everything called for therein. All work shall be performed in a good and workmanlike manner and at minimal interruption of daily County activities.

3. **Payment for Services:** The County, upon satisfactory work by Contractor and receipt of approved invoice, will pay Contractor according to prices and payment schedule listed in the bid sheets contained in Contractor's Bid Proposal.

4. **Independent Contractor:** None of the provisions of this contract for services are intended to create, nor shall be deemed to create, any relationship between Galveston County and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Contract. In the performance of work, duties and obligations under this agreement, Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. Contractor is not an agent or employee of the County for any purpose. Contractor and his employees are not eligible for nor will be permitted to participate in any employee benefit plans which are normally provided to employees of the County, including vacation and sick leave, retirement plans, disability and worker's compensation. County assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by Contractor, its agents, employees or representatives.

**5. Employment Taxes:** Contractor shall be solely responsible for all IRS tax reporting and quarterly payments of estimated tax, FICA payments, and any other tax withholding required by the State or Federal governments.

**6. Initial Term and Options to Renew:** The initial term of the Contract will be as stated above. Contractor hereby grants to County the unilateral right to exercise an option to renew this Contract for such periods of time as specified above. Such option to renew shall be exercised only if all terms and conditions, except for the contract period being extended and pricing indicated on bid sheets, remain unchanged and in full force and effect. Each option is to be executed in the form of a letter from the County Purchasing Agent advising the Contractor of the election of the option. Each option is to be issued not sooner than Ninety (90) Days prior to expiration of this contract or each renewal period, nor later than the final day of the contract period or each renewal period. Each option to renew may not cover more than one (1) year. The total period of this contract, including all extensions as a result of exercising this option, may not exceed the maximum combined period specified above.

**7. Cancellation:** County may cancel the Contract, with or without cause, or solely for its convenience upon thirty (30) days prior written notice to the Contractor.

**8. Covenant Against Contingent Fees:** Contractor warrants that no persons or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to immediately terminate this Contract without liability to Contractor, or in its discretion to deduct from the contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

**9. Subcontracting or Assignment:** Contractor may not assign, sell, or otherwise transfer this Contract in whole or in part without prior written permission of the County. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under the contract. Failure to request consent shall be grounds for termination.

**10. Novation and Change of Name Agreements:** Contractor is responsible for the performance of this Contract. In the event a change of name or novation agreement (change of ownership) is required pursuant to action initiated by the Contractor, the County Purchasing Agent shall be notified immediately. No change in the obligation of the Contractor will be recognized until such change is approved by Commissioners' Court.

**11. Force Majeure:** In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence by an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

12. **Entirety of Agreement and Modification:** This Contract contains the entire agreement of the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Contract has no force or effect. This Contract may be amended or changed only by the written consent of each party hereto duly executed by the authorized representative of each party.

13. **Severability.** If a provision contained in this contract is held invalid for any reason, the invalidity shall not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are severable.

14. **Validity/Enforceability:** If any current or future legal limitations affect the validity or enforceability of a provision of this Contract, then the legal limitations are made a part of this Contract and shall operate to amend this contract to the minimum extent necessary to bring this contract into conformity with the requirements of the limitation, and as so modified, this Contract shall continue in full force and effect.

15. **Governing Law:** This Contract shall be governed by the laws of the State of Texas and all obligations of the parties are performable in Galveston, Texas. Venue shall lie exclusively in Galveston, Texas.

16. **Benefit:** This contract is intended to inure only to the benefit of County and Contractor. This contract is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

17. **Authority to Bind:** The person or persons executing and signing this Contract on behalf of each party guarantee that the person or persons are fully authorized to execute the contract and to legally bind the party to all terms and provisions of this contract, and that this contract constitutes the legal, valid, and binding agreement of each party hereto.

18. **Immunity Retained:** The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officer, employees, and agents as a result of its execution of this contract and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

19. **Meaning of Words:** Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise.

20. **Public Information Act:** the parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act.

21. **Headings:** The headings at the beginning of the various provisions of this agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this agreement.

22. **Conflict of Provisions:** In the event of an irreconcilable conflict between provision of this Contract and any part of the Contract listed in Paragraph One above, the terms of this Contract shall prevail.

**Executed** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**Contractor:**

\_\_\_\_\_

**By:**

**Date:**

\_\_\_\_\_

\_\_\_\_\_

**Galveston County**

**By:**

**Date:**

\_\_\_\_\_

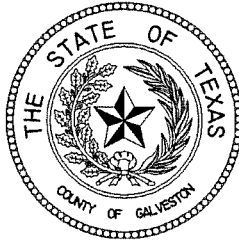
\_\_\_\_\_

**Mark A. Henry, County Judge**

**Attest:**

\_\_\_\_\_

**Dwight Sullivan, County Clerk**



**State of Texas**

**County of Galveston**

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County Purchasing Agent  
Galveston County  
722 Moody  
Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550

Contractor:

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**Executed** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**Contractor:**

\_\_\_\_\_

**By:**

**Date:**

\_\_\_\_\_

\_\_\_\_\_

**Galveston County**

**By:**

**Date:**

\_\_\_\_\_

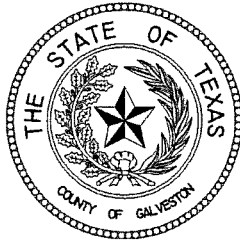
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20. **Public Information Act:** the parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act.



21. **Headings:** The headings at the beginning of the various provisions of this agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this agreement.

22. **Conflict of Provisions:** In the event of an irreconcilable conflict between provision of this Contract and any part of the Contract listed in Paragraph One above, the terms of this Contract shall prevail.

**Executed** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**Contractor:**

\_\_\_\_\_

**By:**

**Date:**

\_\_\_\_\_

\_\_\_\_\_

**Galveston County**

**By:**

**Date:**

\_\_\_\_\_

\_\_\_\_\_

**Mark A. Henry, County Judge**

**Attest:**

\_\_\_\_\_

**Dwight Sullivan, County Clerk**